

PATENT
81674-306319

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)	Art Unit: 2666
)	Examiner: DANG T. TON
Akella et al.)	
)	
Serial No: 10/704,510)	
)	
Filed: November 6, 2003)	
)	
For: DISTRIBUTED MEMORY SWITCH)	
<u>ARCHITECTURE</u>)	

TERMINAL DISCLAIMER

Commissioner for Patents
Box 1450
Alexandria, VA 22313-1450

Dear Examiner Ton:

APPLICATION / PATENT FAMILY

Above-identified U.S. patent application serial No. 10/704,510 ("the '510 application"), filed November 6, 2003, is a continuation of U.S. application serial No. U.S. patent application serial No. 09/187,760, filed November 6, 1998, now U.S. Patent No. 6,697,362 ("the '362 patent").

OWNERSHIP

Your Petitioner, Intel Corporation, having its principal place of business at 2200 Mission College Blvd., Santa Clara, CA 95052, represents that it is the assignee of the entire right, title, and interest in U.S. patent application serial No. 10/704,510 ("the '510 application"), filed November 6, 2003. The ownership is evidenced by 1) the original

assignment from the inventors to Level One Communications, Inc., and 2) the transfer, assignment, conveyance, and delegation of all of the right, title, and interest of Level One Communications, Inc. to INTEL CORPORATION as evidenced by the Assignment, Bill of Sale, and Assumption Agreement, copies of which are attached along with U.S. Patent Office recordation requests as Attachment 1. The attached documents have been submitted for recordation with the U.S. Patent Office on August 9, 2005. These documents have been reviewed, and INTEL CORPORATION certifies that to the best of its knowledge and belief, title to the '510 application is in INTEL CORPORATION. (37 C.F.R. § 3.73(b).)

Your Petitioner, Intel Corporation, having its principal place of business at 2200 Mission College Blvd., Santa Clara, CA 95052, represents that it is the assignee of U.S. Patent No. 6,697,362 ("the '362 patent"). The ownership is evidenced by the recording of the two assignments for the application which matured into the '362 patent in the United States Patent and Trademark Office. The first assignment transferred ownership from the inventors to Level One Communications, Inc., and is recorded at Reel 9585, Frame 0598. The second assignment transferred ownership from Level One Communications, Inc. to INTEL CORPORATION and is recorded at Reel 014935, Frame 0129. The assignment documents have been reviewed, and INTEL CORPORATION certifies that to the best of its knowledge and belief, title to the '362 patent is in INTEL CORPORATION. (37 C.F.R. § 3.73(b).)

TERMINAL DISCLAIMER

INTEL CORPORATION hereby disclaims the terminal part of any patent granted on the '510 application which would extend beyond the date of the full statutory term of U.S. Patent 6,697,362 ("the '362 patent"). INTEL CORPORATION hereby agrees that any patent so granted on the '510 application shall be enforceable only for and during such period that the legal title to said patent shall be held by the same entity holding the legal title to the '362 patent. This agreement is to run with any patent granted on the '510 application and to be binding upon the grantee, its successors, or assigns.

INTEL CORPORATION does not disclaim the terminal part of any patent granted on the '510 application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 and 173 of the '362 patent, in the event that such patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a); has all claims canceled by a reexamination certificate; is reissued; or is otherwise terminated prior to expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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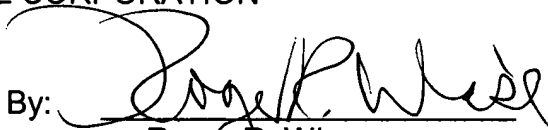
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby aver that I have the authority of INTEL CORPORATION to make all statements, representations, and agreements set forth herein and that I am empowered to sign this document on behalf of INTEL CORPORATION

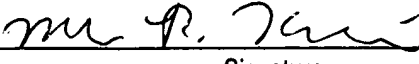
Date: September 15, 2005

By:



Roger R. Wise
Registration No. 31,204
Attorney for Applicants
Attorney for INTEL CORPORATION

PILLSBURY WINTHROP SHAW PITTMAN LLP
ATTORNEYS AT LAW
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
Telephone: (213) 488-7100
Facsimile: (213) 629-1033

RECORDATION FORM COVER SHEET PATENT APPLICATIONS & PATENTS ONLY					
TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.					
1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)): 1. Visveswar AKELLA signed on November 4, 1998 3. Amalkiran BOMMIREDY signed on November 1, 1998 5. _____ 7. _____					
2. Sanjay SHARMA signed on November 1, 1998 4. Dinesh VENKATACHALAM signed on November 1, 1998 6. _____ 8. _____					
ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST: NAME: LEVEL ONE COMMUNICATIONS ADDRESS: 9750 Goethe Road, Sacramento, CA 95827					
ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
3. NATURE OF CONVEYANCE (DOCUMENT): (Submit herewith <u>only one document</u> for recordation—multiple copies of same Assignment signed by different inventors is one document) <input checked="" type="checkbox"/> ASSIGNMENT OF <input checked="" type="checkbox"/> WHOLE <input type="checkbox"/> PART INTEREST <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> FACSIMILE/PHOTOCOPY <input type="checkbox"/> CHANGE OF NAME <input type="checkbox"/> VERIFIED TRANSLATION					
EXEC. DATE: November 1 and 4, 1998					
EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!) N/A					
4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR if not in item 1
10/704,510	81674-306319				
5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed: Roger R. Wise, Esq. Pillsbury Winthrop LLP Intellectual Property Group 725 South Figueroa Street, Suite 2800 Los Angeles, CA 90017-5406			6. NUMBER INVOLVED: APPLNS <u>1</u> + PATS <u>0</u> = TOTAL = <u>1</u>		
5.5 ATTY DKT: P 0306319			7. AMOUNT OF FEE: (Code 8021) ABOVE TOTAL x \$40 = \$40		
8. PLEASE CHARGE THE ABOVE AMOUNT TO: DEPOSIT ACCOUNT NUMBER: 16-1805 UNDER ORDER NO <u>81674</u> <u>0306319</u>			dup. sheet not required		
MATTER NO.		CLIENT REF.		CLIENT NO.	
				MATTER NO.	
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.					
Signature 				10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)	
Attorney: <u>Mark R. Kendrick</u> Reg. No. <u>48,468</u> Atty/Sec: <u>MRK:msg</u>				Date: <u>August 9, 2005</u> FAX: <u>(213) 629-1033</u>	
TEL: <u>(213) 488-7253</u>					

FILE WITH PTO RETURN RECEIPT (PAT-103A)

Atty. Dkt. 10521 / 239324
C# / M#

Please return signed/recorded to:
Pillsbury Madison & Suto LLP
Intellectual Property Group
Ninth Floor, East Tower
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

ASSIGNMENT
of U.S. Origin Patent Application
(to Corporation)
(or Limited Partnership)

WHEREAS, the undersigned, to wit:

- 1) Visveswar Akella 2) Sanjay Sharma 3) Amalkiran Bommireddy 4) Dinesh Venkatachalam

(hereinafter collectively ASSIGNOR), has/have made an invention known as Atty. Dkt. # 10521/239324 and entitled **DISTRIBUTED SWITCH MEMORY ARCHITECTURE**, for which an application for Letters Patent of the United States was executed even date herewith and is about to be filed in the United States Patent and Trademark Office;

AND WHEREAS **LEVEL ONE COMMUNICATIONS, INC.** (hereinafter ASSIGNEE), a corporation duly organized and existing under the laws of the State of California and having its principal office and place of business at 9750 Goethe Road, Sacramento, CA 95827, desires to acquire an interest therein;

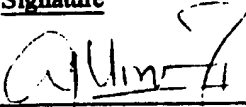


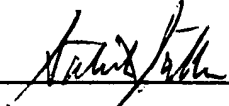


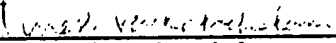
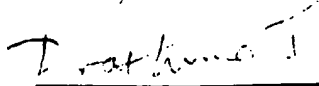
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR, does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to the said invention in the United States and all foreign countries, as described in the aforesaid application, and to the said application and to all continuations, divisions, reissues and substitutes of said application, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.


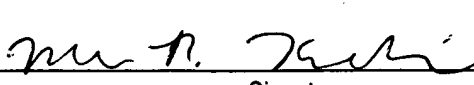
AND ASSIGNOR hereby agrees to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred.

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, and without further remuneration, to execute any and all papers desired by said ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE.

NOTE: The undersigned hereby authorizes Pillsbury Madison & Suto LLP of the above address to insert hereon any further identification necessary or desirable for recordation of this document.

Executed on the date(s) below indicated.

Signature	Date Signed	Witness
1. <u></u> Visveswar Akella	<u>Nov 14 / 98</u>	<u></u>
2. <u></u> Sanjay Sharma	<u>11/1/98</u>	<u></u>
3. <u></u> Amalkiran Bommireddy	<u>11/1/98</u>	<u></u>
4. <u></u> Dinesh Venkatachalam	<u>11/1/98</u>	<u></u>

RECORDATION FORM COVER SHEET PATENT APPLICATIONS & PATENTS ONLY					
TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.					
1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)): NAME: LEVEL ONE COMMUNICATIONS ADDRESS: 9750 Goethe Road, Sacramento, CA 95827 <div style="float: right; text-align: center;">  </div>					
ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST: NAME: INTEL CORPORATION ADDRESS: 2200 Mission College Blvd., Santa Clara, CA 95052					
ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
3. NATURE OF CONVEYANCE (DOCUMENT): (Submit herewith <u>only one document</u> for recordation—multiple copies of same Assignment signed by different inventors is one document) <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ASSIGNMENT OF <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CHANGE OF NAME </div> <div> <input checked="" type="checkbox"/> WHOLE <input type="checkbox"/> PART INTEREST <input checked="" type="checkbox"/> FACSIMILE/PHOTOCOPY <input type="checkbox"/> VERIFIED TRANSLATION </div> <div style="border: 1px solid black; padding: 5px; width: 200px;"> EXEC. DATE: July 1, 2002 </div> </div>					
EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!) N/A					
4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
A. PAT. APP. NO.(S) series code/serial no	M#	1st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1st INVENTOR if not in item 1
10/704,510	81674-306319				
5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed: Roger R. Wise, Esq. Pillsbury Winthrop LLP Intellectual Property Group 725 South Figueroa Street, Suite 2800 Los Angeles, CA 90017-5406			6. NUMBER INVOLVED: APPLNS <u>1</u> + PATS <u>0</u> = TOTAL = <u>1</u> 7. AMOUNT OF FEE: (Code 8021) ABOVE TOTAL x \$40 = \$40		
5.5 ATTY DKT: P 0306319			8. PLEASE CHARGE THE ABOVE AMOUNT TO: DEPOSIT ACCOUNT NUMBER: 16-1805 <div style="display: flex; justify-content: space-between;"> <div>UNDER ORDER NO</div> <div>81674</div> <div>0306319</div> </div>		
MATTER NO.	CLIENT REF.	dup. sheet not required	CLIENT NO.	MATTER NO.	
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.					
<div style="text-align: center;">  Signature </div>				10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet) <div style="border: 1px solid black; width: 50px; margin: 0 auto; text-align: center;">4</div>	
Attorney: <u>Mark R. Kendrick</u> Reg. No. <u>48,468</u> Atty/Sec: <u>MRK:msg</u>					
TEL: (213) 488-7253					
Date: <u>August 9, 2005</u> FAX: (213) 629-1033					

FILE WITH PTO RETURN RECEIPT (PAT-103A)

ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

Level One Communications, Inc., a Delaware corporation, ("Transferor"), in exchange for consideration received from Intel Corporation, a Delaware corporation ("Transferee"), such consideration consisting of all of the shares of common stock of Transferor held by Transferee, hereby transfers, assigns, conveys and delegates unto Transferee, its successors and assigns, all of the right, title and interest of Transferor in and to the following assets and liabilities, effective as of the 1st day of July 2002 at 12:01 A.M.:

All assets and liabilities of Transferor, of every kind, including but not limited to the contracts attached hereto as Exhibit A.

TO HAVE AND TO HOLD the same unto Transferee, its successors or assigns, forever, and Transferor does hereby covenant and agree that it will from time to time, if requested by Transferee, its successors or assigns, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered to Transferee or its successors or assigns, such and all further acts, transfers, assignments, powers and assurances of title, and additional papers and instruments and/or cause to be done all acts or things as often may be proper or necessary for better assuring, conveying, transferring or assigning all of the assets hereby conveyed, transferred or assigned, and effectively to carry out the intent hereof, and to vest the entire right, title and interest of Transferor in and to all of the said assets, and Transferor will warrant and defend the same to Transferee, its successors and assigns, forever against all claims or demands whatsoever. Transferor hereby appoints Transferee, its officers, agents, successors and assigns as attorneys-in-fact for Transferor and hereby grants power of attorney, with full power of substitution, to such attorneys-in-fact to perform any of the foregoing acts or things and execute, acknowledge and deliver any of the foregoing agreements, instruments and documents, on behalf of Transferor. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and such power of attorney, being coupled with an interest, shall not be revoked by the filing of the Certificate of Dissolution of the Transferor with the Delaware Secretary of State.

Transferee hereby accepts the foregoing transfer, assignment, conveyance and delegation by Transferor of all assets, and assumes and agrees to perform and satisfy all obligations and liabilities transferred pursuant to this Assignment, Bill of Sale and Assumption Agreement.

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be executed by a duly authorized individual as of this 1st day of July 2002.

TRANSFEROR

LEVEL ONE COMMUNICATIONS, INC.

By: X *Patrice C. Scatena*

Title: *Secretary*
9750 Goethe Road
Sacramento, CA 95827

TRANSFEEEE

INTEL CORPORATION

By: X *Patrice C. Scatena*

Title: *Asst. Sec.*
2200 Mission College Blvd.
Santa Clara, CA 95052

Exhibit A- Contracts

LEAF Financial

Hewlett-Packard

Asahi Kasei Microsystems Co., Ltd.

Macrovision Corporation (CAD Tools)

Globetrotter (CAD Tools)

Novas (CAD Tools)

Numerical Technologies (CAD Tools)

Transcription Enterprise (CAD Tools)